

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC

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*Counsel for Mesothelioma Claimant and Appellant
Katherine Tollefson and Certain Mesothelioma Claimants*

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

LTL MANAGEMENT LLC,
Debtor.

Chapter 11

Case No. 21-30589(MBK)

Honorable Michael B. Kaplan

VERIFIED RULE 2019.1 DISCLOSURE

Maune Raichle Hartley French & Mudd, LLC (hereinafter "MRHRM") submits this Verified Statement in accordance with Rule 2019 of the Federal Rules of Bankruptcy Procedure and this court's order (Dkt. 2352).

1. I am a partner with MRHFM and admitted to practice in New York, New Jersey, Pennsylvania, Illinois, Missouri and California. I am also admitted to practice before the United States District Court for the District of New Jersey.

2. MRHFM only represents victims of mesothelioma.

3. Our address is 150 W. 30th Street, Suite 201, New York, NY 10001.

4. Attached hereto as **Exhibit A** is a list of MRHFM's clients ("creditors") who are plaintiffs with pending lawsuits against Johnson & Johnson and/or "old" Johnson & Johnson Consumer Inc. (now said to be known as LTL Management LLC).

5. These clients engaged MRHFM, and where as designated in Exhibit A, Levy Konigsberg as co-counsel, in connection with their personal injuries and wrongful death. All of MRHFM's clients listed in Exhibit A have malignant mesothelioma.

6. Attached hereto as **Exhibit B** is an exemplar Retainer represented to be substantially the same in form and substance, of each form of agreement or instrument whereby MRHFM and Levy Konigsberg is empowered to act on behalf of these creditors, redacted only with respect to any fee arrangement contained therein.

7. MRHFM does not hold any claim against or interest in the Debtor or its parent company.

8. I verify that these statements are correct to the best of my knowledge.

9. MRHFM reserves the right to supplement or amend this Verified Statement, as necessary.

Date: June 9, 2022

/s/ Clayton L. Thompson
Clayton L. Thompson
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*Attorney for Claimant and Appellant
Katherine Tollefson and Certain
Mesothelioma Claimants*

EXHIBIT A

| Initial | Last Name | First Name | Street Address | City | State | Zin | Co-Counsel | Nature of Claim | Amount of Claim | Disease Type |
|---------|-----------|--------------|----------------|------|-------|-------|-----------------|-----------------|-----------------|------------------------|
| A | | Maria | | | NJ | 07442 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| A | | Robert K. | | | NJ | 08003 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| B | | Janice S. | | | RI | 02852 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| B | | Judith W. | | | FL | 33830 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| B | | Joann L. | | | SC | 29407 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| C | | Giovanni A. | | | NY | 11414 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| C | | Amanda | | | OK | 74347 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| C | | Connie W. | | | MN | 55414 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| C | | Michelle M. | | | WI | 53172 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| C | | Mario A. | | | NJ | 07974 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| C | | Judith L. | | | NC | 27239 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| D | | Harish | | | TX | 76022 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| D | | Sandra T. | | | NC | 28906 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| D | | Ronald A. | | | NJ | 07042 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| D | | Gloria | | | MA | 01945 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| E | | Leutische A. | | | MO | 63622 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| G | | Ellyn L. | | | OH | 45431 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| J | | Mary E. | | | GA | 30316 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| J | | Kathy H. | | | VA | 22191 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| K | | Aubrey E. | | | MI | 48322 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| K | | Brian A. | | | FL | 34224 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| L | | Mark R. | | | OR | 97701 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| L | | Joanna L. | | | MA | 01752 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| L | | Dorothy A. | | | CA | 95363 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Bertha | | | AL | 35127 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Mary N. | | | MS | 38868 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Colleen A. | | | AZ | 85226 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Carol A. | | | IL | 61101 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | D'Angela M. | | | NC | 28306 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Elizabeth C. | | | AL | 35749 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Jan D. | | | VA | 20137 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Veronica T. | | | NE | 68801 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| M | | Kay F. | | | WI | 53406 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| N | | Fraida S. | | | IL | 60645 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| N | | Shirley M. | | | FL | 33319 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| O | | Donna A. | | | DE | 19711 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| P | | Pedro Z. | | | NV | 89178 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| P | | Carolyn M. | | | MO | 64138 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| P | | Charles R. | | | MI | 49504 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| P | | Maryann T. | | | SC | 29576 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| R | | Irma G. | | | TX | 78516 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| R | | Douglas W. | | | TX | 77905 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | | Joyce A. | | | NV | 89052 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | | Patricia | | | CA | 92127 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | | Patricia R. | | | KY | 40291 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | | Catherine M. | | | OH | 44053 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | | Connie D. | | | GA | 30606 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | s | Audrey G. | | | SC | 29455 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | | Kirk A. | | | CA | 91750 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| S | | Thomas C. | | | RI | 02888 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| T | | Katherine L. | | | MN | 55126 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| T | | Richard K. | | | TN | 37355 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| T | | Jacqueline | | | CA | 92585 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| W | | Nanette C. | | | NM | 87144 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| W | | Sandra R. | | | NC | 27260 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| W | | Karma | | | CA | 95610 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| W | | Carol Y. | | | IN | 46151 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |
| W | | Marvin | | | TX | 77479 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| W | | Susan C. | | | MA | 01862 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| W | | Jennifer | | | CO | 80207 | | Personal Injury | Unliquidated | Malignant Mesothelioma |
| Z | | Marzena | | | NC | 28079 | Levy Konigsberg | Personal Injury | Unliquidated | Malignant Mesothelioma |

EXHIBIT B

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC RETAINER AGREEMENT

I/We ("Clients") _____ retain Maune Raichle Hartley French & Mudd, LLC and any associate counsel (collectively "MRHFM") to represent me and my heirs, successors and assigns for all claim or claims (including bankruptcy as well as non-bankruptcy claims) against any party or parties liable in damages for asbestos-related injuries suffered by me and/or my family. I acknowledge and agree that if MRHFM, after its diligent review and investigation of my/our potential case, concludes that a viable claim or claims cannot be pursued on my/our behalf, MRHFM shall have the right to withdraw as my attorney, cancel this Agreement and promptly provide notice to me/us. **If MRHFM decides to withdraw and cancel this Agreement, Clients understand that we owe MRHFM nothing and we have no obligation to reimburse MRHFM for any expenses.**

The terms of the representation are as follows:

Contingent Legal Fees.

MRHFM is partnering with Levy Konigsberg LLP

2. **Costs.** MRHFM will advance all costs necessary to prosecute my/our claims. MRHFM shall be reimbursed for any such costs _____. Costs shall include filing fees, service of process, costs relating to a deposition or depositions including fees charged by a videographer, expert witness fees and other costs relating to preparing the case for filing and/or trial. Client(s) affirms and agrees that the cost of my medical care and treatment is my sole responsibility and not a cost for which MRHFM has responsibility. **If no recovery is made, the Clients shall not be responsible for any costs advanced.**
3. **Potential for Aggregate Settlements.** Clients further understand that some or all of our claims may be pursued with other claims of a similar nature handled as an aggregate or in multiple groups for trial preparation and settlement negotiations in order to expedite the handling thereof and/or maximize recover to me/us. Clients hereby authorize my/our attorneys, or any of them, to enter into any initial aggregate or multiple settlement negotiations. If such negotiations occur, Clients further understand that our attorneys will keep us reasonably informed of the progress and, upon written request to do so, will inform us of the existence and nature of all claims involved in the proposed aggregate or multiple group(s). **Clients shall have authority to accept or reject any settlement offer(s).**
4. **Duties and Responsibilities of Clients.** Clients agree to cooperate with attorneys and to comply with all reasonable requests in the prosecution of this matter. That includes meetings in Clients' home, preparation and attendance at a videotaped deposition of Client, and attendance at trial if the case should proceed to trial and does not settle, and Client is physically able to attend trial.

**MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC
RETAINER AGREEMENT**

5. In General. Clients hereby further agree that we shall not enter into any settlement or take part in any settlement negotiations without prior written permission of our attorneys. This fee agreement applies to all services rendered up to, and including, the award of damages by the trier of fact (such as a judge or a jury) but not to matters ancillary to the above claims, such as probate court proceedings, guardianships, and appeals. This representation is limited to asbestos-related injuries suffered by Clients and to no other ancillary matters such as the preparation of wills, trusts and estate filings. If Clients terminate this agreement prior to the conclusion of representation or prior to the receipt of settlement proceeds, Clients agree that MRHFM will have a claim for costs, expenses and unpaid attorneys' fees due upon receipt by successor firm and calculated based on the percentage of work-in-progress completed on the date of termination. Any disagreements that arise between MRHFM and Clients shall be settled by binding arbitration. Clients acknowledge and agree that this Retainer Agreement (and all of its terms and conditions) is and shall be binding upon my/our heirs, executors and legal representatives, and such terms and conditions, as set forth herein, shall apply to them as if they were original parties to this Retainer Agreement.

Client: _____

Client: _____

Date: _____